court said, "Equity should not interfere to paralyze this arm of public safety and security or weaken the force of the just and wholesome exercise of its powers." Police officers may not usually be enjoined from performing their proper duties in the exercise of their general police power. In *Olympic Athletic Club* v. *Speer et al.,* 29 Colo. 158, an injunction restraining police from interfering with exhibitions of athletics and sparring was denied. In *Campbell* v. *York et al.,* 30 Misc. (N. Y.) 340, plaintiff was denied an injunction restraining police from interfering with his right to have instrumental music played in his saloon, and the court said that if plaintiff had any remedy in the matter, it was to apply to the city magistrate to have the police put under bonds to keep the peace or to charge the police with unlawful assault and apply for their arrest, but equity could not interfere. The police were not enjoined in *Weiss* v. *Herlihy,* 23 N. Y. App. Div. 608. where plaintiff was a proprietor of a restaurant which was of notorious character and which the police in good faith believed was used for gambling; the court saying it was the duty of police to prevent violations of the law and preserve order, and equity will not interfere. In *Sternan* v. *Kennedy,* 15 Abb. Pr. (N. Y.) 201, plaintiff asked that the police be enjoined from stationing officers in front of his auction place to warn passersby that it was a mock auction. *Held,* that defendants were amenable to the criminal laws for every violation of plaintiff's rights as an honest citizen and it is not the province of equity to try criminal charges, and, moreover, equity cannot regulate the manner in which the police department shall perform its duty. But in *Hale* v. *Burns,* 101 N. Y. App. Div. 101, 91 N. Y. Supp. 829, and in *Cullen* v. *Bourke,* 93 N. Y. Supp. 1085, injunctions were granted restraining the police from interfering with the business of plaintiffs. In the latter case the court said such interference by the police was merely an officious use of official power for the exercise of lawless brute force. Such action on the part of police is such an arbitrary use of power as to bring in its train a horde of evils, especially oppression and blackmail. The tendency of these recent decisions is to overcome the effect of arbitrary and unbridled power of the police and prevent the use of the protective agencies as a sword whereby personal prejudices may be vindicated and the desire for arbitrary power may be satisfied.

INSURANCE—TRANSFER OF POLICY AS COLLATERAL—INSURABLE INTEREST.—Plaintiff had insured his premises with defendant company and had suffered loss. Defendant seeks to escape liability because of alleged violation of the contract. After the loss had occurred an adjuster called and went over the premises and then asked for the policy and was told that it was in the possession of one V as collateral security. The adjuster then disclaimed all liability and assigned as his reason the transfer of the policy. Further defense was made that the property was situated on a homestead, the title to which was at all times in the United States. *Held,* that the non-suit granted by the trial court was erroneous, that defendant had an insurable interest, that plaintiff had not transferred the policy so as to forfeit his rights, and that by disclaiming all liability the company had waived the necessary

proofs of loss. *Allen* v. *Phoenix Assurance Co.* (1907), — Idaho —, 88 Pac. Rep. 245.

"Every interest in property or any relation thereto, or liability in respect thereof, of such a nature that a contemplated peril might directly damnify the insurer is an insurable interest." Calif. Civ. Code. "A man is interested in a thing to whom an advantage may arise or prejudice happen from the circumstances which may attend it, and whom it importeth that its condition as to safety or other quality should continue." JUSTICE LAWRENCE, in *Lucena* v. *Crawford,* 2 Bos. & P. N. R. 269. From the definitions above given and which are quoted authoritatively, plaintiff had an insurable interest. Letting a tenant into possession of property under an agreement to rent the same for five years and then buy it, is not, prior to the expiration of the five years, a violation of the condition of the policy making it void in case of transfer of title or possession of the property. *Smith* v. *Ins. Co.,* 91 Calif. 323. A naked legal outstanding title will not deprive the insured of an insurable interest. *Ins. Co.* v. *Bowdre,* 67 Miss. 620. That the transfer of the policy as mere collateral was not such as to deprive plaintiff of his rights, see, *Ins. Co. of Penn.* v. *Phoenix Ins. Co.,* 71 Penn. 31; *Ellis* v. *Kreutzinger,* 27 Mo. 311; *True* v. *Ins. Co.,* 26 Fed. 83; the following is from *Whiting* v. *Burkhardt,* 178 Mass. 535, "What J. did by assigning his right, title and interest in this policy, was not to assign the policy, but to assign to another his right to receive the proceeds, if any, under it; the policy remained after the assignment as before, the policy of G. and B." A long line of authority is to the effect that when the insurer denies liability upon other grounds than failure to furnish proof, then the production of the proofs is waived. *Ins. Co.* v. *Crandall,* 33 Ala. 9; *Ins. Co.* v. *Ruckman,* 127 Ill. 364; *McBride* v. *Ins. Co.,* 30 Wis. 562; *Donahue* v. *Ins. Co.,* 56 Vt. 382; *O'Brien* v. *Ins. Co.,* 52 Mich. 131; *Carroll* v. *Ins. Co.,* 72 Calif. 297.

MECHANIC'S LIEN—MATERIALS FURNISHED BUT NOT USED.—The plaintiff in this case furnished certain plumbing materials which the defendant had ordered for the purpose of placing in its building. A part of the materials was used, but the remainder was not used, at the instance of the defendant and without any acquiescence on the part of the plaintiff. *Held,* that in order to acquire a lien for materials furnished they must actually have been used in the construction of the building. *Manatee Light & Traction Co.* v. *Tampa Plumbing & Supply Co.* (1906), — Fla. —, 42 So. Rep. 703.

This case decides for the first time in the State of Florida the question involved. There are two distinct lines of authority on this proposition, and it is almost impossible to tell with which the weight lies. One line of cases holds that the statute requires that the materials be actually incorporated into the building and no lien will be allowed for materials furnished if not so used. This is regardless of whether or not the material man had anything to say as to their use or not. See, *Lee* v. *King,* 99 Ala. 246; *McAnally* v. *Hawkins Lumber Co.,* 109 Ala. 397; *Silvester* v. *Coe Quartz Mining Co.,* 80 Cal. 510, 22 Pac. 217; *Chapin* v. *Persse etc. Paper Works,* 30 Conn. 461, 79 Am. Dec. 263; *Alderman* v. *Hartford etc. Transp. Co.,* 66 Conn. 47; *Hunter*